

BID FORM

MISSOURI DEPARTMENT OF TRANSPORTATION

PO BOX 220
910 SPRINGFIELD ROAD
WILLOW SPRINGS, MO 65793

REQUEST NO.	D9111585RY
DATE	April 1, 2011
PAGE NO. 1	NO. OF PAGES

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL
BE RECEIVED AT THIS OFFICE UNTIL

April 14, 2011 10:00 AM CST

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING
THE FOLLOWING SUPPLIES OR SERVICES.

BIDS TO BE BASED F.O.B. DESTINATION
MISSOURI DEPARTMENT OF TRANSPORTATION
Submit net bid as cash discount stipulations will not be considered

Edgar Springs, Phelps County

Alton, Oregon County

SIGN AND RETURN BEFORE TIME SET FOR OPENING

BUYER:	Gloria Perkins	TELEPHONE:	(417) 469-6256
		EMAIL:	gloria.perkins@modot.mo.gov

SUPPLIES OR SERVICES

MoDOT is seeking bids from qualified bidders to provide **Plant Mix Oil Material**. Sealed bids will be accepted to supply, mix, haul and dump plant mix oil material at maintenance lots as described in this bid.

*****NOTE:** *It is the responsibility of the Bidder to access MoDOT's website in order to obtain any and all addendum(s) issued during the course of this RFB Process.*

This document constitutes a RFB, and solicits competitive sealed bids from qualified bidders to provide Plant Mix Oil Material. The issuance of this RFB in no way constitutes a commitment to award a contract or to pay any costs incurred in preparation of a response to this request.

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.

Date: _____

Telephone No.: _____

Fax No.: _____

Federal I.D. No. _____

Email Address: _____

Is your firm MBE certified? ☐ Yes ☐ No

Is your firm WBE certified? ☐ Yes ☐ No

Firm Name: _____

Address: _____

By (Signature): _____

Type/Print Name _____

Title: _____



1. Introduction

- 1.1 This solicitation seeks qualified vendors to provide Plant Mix Oil Material for maintenance purposes. Sealed bids will be accepted to supply, mix, haul and dump plant mix oil material on roadways or stockpile and maintenance sites as stated in this bid. This work shall consist of mixing aggregate and liquid bituminous material in a stationary plant, hauling and dumping the mixture on the surface of the road or to stockpile and maintenance sites in accordance with these specifications or as directed by the engineer.
- 1.2 The contract period shall be from Notice to Proceed through the completion date of April 27, 2011.

2. Quantities

- 2.1 The quantities identified in the Pricing Page are estimates only. The quantities may or may not represent the actual quantities encountered on the job. The contractor may be requested to furnish more or less than the estimated quantities.
- 2.2 MoDOT may increase or decrease quantities by 40 percent.
- 2.3 The engineer or their representative will make any changes in the proportions of cutback asphalt and aggregates as he considers necessary to obtain satisfactory field performance within the limits specified in this request for composition of the mixture.
- 2.4 The engineer or their representative can make changes, including cancellation, at any time to any Group, listed on the Pricing Page.
- 2.5 MoDOT does not guarantee any specific quantities that may be required to be provided by the contractor.

3. Material

All material shall conform to **Missouri Standard Specifications for highway Construction, 2004 Edition**, and any revisions thereto, except as revised herein:

- 3.1 **AGGREGATE.** The type and grade of aggregate shall be as specified on each District's Pricing Page.
 - a. **Mining By-Product Aggregates** - Aggregates produced as a by-product from lead or zinc-mining operations may be furnished under the following requirements. No blending or dilution of these aggregates with other material will be allowed in order to comply with these specifications
 - b. The supplier shall separate out all aggregate to be furnished into individual stockpiles not exceeding 5,000 cubic yards each. No material will be accepted that has not been moved at least once to a stockpile area specifically for this purpose. The supplier shall randomly sample each stockpile by combining several small samples from the pile into one sample. The sample shall be tested by an approved laboratory for the total lead content. A minimum of one test shall be performed for each individual stockpile. The total lead content shall be less than 4,500 ppm as determined by EPA Method 3050A, Acid Digestion of Sediments, Sludges, and Soils (particle size reduced to 1 mm or less). For aggregate meeting Sec. 1004 which is encapsulated in asphalt and delivered to MoDOT construction projects or property, there will be no limit on the leachable lead.
 - c. Prior to any approval, shipment or use of this material, the supplier shall furnish the engineer a report of the laboratory test results. The report shall specifically identify the stockpile, estimated quantity, location, date of the sample, date of test and the specific test results for each lead test. Attached to the report shall be a certification from the supplier that the material being furnished does not exceed the lead amounts specified. The supplier shall test as necessary beyond the requirements of this specification to ensure that this specification is met. All costs for setting the material aside for testing and the testing shall be borne by the supplier.



- 3.2 **LIQUID BITUMINOUS MATERIAL.** The liquid bituminous material shall meet the specifications contained in **Section 1015 of Missouri Standard Specifications for Highway Construction, 2004 Edition**, for the following alternate:

ALTERNATE D - MC250 Cutback Asphalt

The liquid bituminous material used shall coat the aggregate at the point of use in a manner and to a degree satisfactory to the engineer. Material that does not fully comply with these specifications will be rejected. The supplier shall be responsible for the cost and disposal of all rejected material.

- 3.2.1 **Approval of Source.** The contractor shall obtain approval of the source of liquid bituminous materials from the engineer before any shipments to the work are made.
- 3.2.2 **Sampling, Testing and Acceptance Procedures.** It shall be the responsibility of the supplier to guarantee by certification that the material fully complies with the specification requirements, after being loaded, and delivered to the point of acceptance.
- 3.3 **TRUCK SHIPMENTS.** Truck shipments shall be loaded from approved storage tanks, which have been sampled, tested, and certified by the Supplier to the Department. If automatic blending equipment is used, blender materials will be approved for use providing the finished product fully complies with specifications. At least one complete test shall be conducted on material furnished to the Missouri Department of Transportation from the blender. A certified copy of the tests results shall be furnished to the engineer. After loading, the supplier shall sample and make identifying tests on a sufficient number of truck shipments of material supplied to insure that proper quality control is being maintained and that all such shipments fully comply with the specification requirements. Identifying tests are viscosity for cutback asphalt. It shall be the Supplier's responsibility to insure that any material failing to comply with specification requirements will not be used in the work.
- 3.3.1 The supplier shall furnish the truck driver a copy of the bill of lading, manifest, or truck ticket that is to be presented to the Missouri Department of Transportation personnel at destination. The engineer or his representative at the source is also to be furnished a copy. The bill of lading, manifest, or truck ticket shall show the following information regarding the shipment: **Type and grade of material, purchase and confirmation order numbers, consignee, truck number, weights of truck before and after loading, specific gravity @ 60F/60F, net gallons, destination, date loaded, name and location of the source and a certification statement.** The certification statement shall be substantially as follows:
- "This certifies that the asphaltic material in this shipment complies with Missouri Department of Transportation specifications for the grade specified and the weights shown hereon were obtained on Department approved scales and are correct within the specified scale requirements."*
- An authorized representative of the supplier shall sign the certification statement.**
- 3.3.2 The engineer or his representative will at random observe the loading and weighing of trucks and the sampling, and testing at the source of truck shipments and tanks, and will select representative samples of the material being supplied. These samples will be tested in the field or in the Central Laboratory. When test results of materials or weights certified by the supplier are not representative of the material or quantity being shipped, the source approval will be withdrawn. A source may be reinstated when proof is furnished that the deficiency has been corrected and adequate controls are in effect to guarantee delivery of correct quantities and of materials meeting specifications.
- 3.3.3 Verification of certified weights may be required by the weighing of a hauling unit, both loaded and empty, on scales other than those used by the supplier and have also been approved by the engineer.
- 3.3.4 The supplier shall furnish the required sampling equipment and shall sample the truck under the direction of the engineer or his representative. The supplier shall be responsible for keeping all sampling equipment clean and in good condition. Sampling devices on truck transports will be approved provided an adequately insulated valve is used with a pipe or nipple inserted a suitable distance into the tank.



- 3.3.5 Each truck transport shall carry a log showing the types of materials and dates hauled, with respect to recent shipments, or the supplier shall furnish the engineer or his representative such information with respect to the previous load.
- 3.3.6 Intermediate storage tanks for storage and transfer of material between the source and the point of acceptance shall be equipped for sealing and shall be reserved exclusively for State work. Use of any material in unsealed tanks will be subject to delay until it can be sampled, tested and approved. **If excessive sampling is necessary the Missouri Department of Transportation may charge an additional amount to cover our expenses.**
- 3.3.7 Measurement of Liquid Bituminous Materials. Measurement of the Cutback Asphalt material shall be based on the volume at **60F**. The volume shall be determined from the net weight that shall be converted to gallons by using the unit weight in pounds per gallon at **60F** designated by the engineer or his representative.
- 3.3.8 Proportioning and Blending Liquid Bituminous Material Constituents. All materials shall be properly proportioned and thoroughly blended in suitable tanks prior to delivery to transportation equipment, or may be proportioned and blended by use of automatic proportioning equipment. All automatic proportioning blenders shall meet the approval of the engineer and shall be equipped with precision instruments, including electrically interlocked motors, and automatic meters. Materials blended in quantities of less than 8,000 gallons in either tanks or trucks without the use of automatic proportioning blenders will not be approved.
- 3.3.9 Platform Scales for Weighting Liquid Bituminous Material. Equipment for weighing of liquid bituminous material shall consist of accurate and reliable platform scales approved by the Department. Scales shall be accurate to **within an accuracy of 0.4 percent** of the net load applied, when tested for accuracy, regardless of the location of the load on the platform. The value of the smallest unit of graduation on a scale **shall not be greater than 20 pounds**. Sensitivity requirements of scales not equipped with balance indicators shall be twice the value of the minimum graduated interval on the weigh beam, or 0.2 percent of the nominal capacity of the scale, whichever is less. For scales equipped with balance indicators, the sensitivity requirement shall be the value of the minimum graduated interval on the weigh beam.

When equipment to be weighed is of such length that all axles cannot be weighed simultaneously, a level area of concrete or bituminous pavement shall be provided permitting those axles not on the scale platform to be on the pavement during the determinations. The weighing shall be performed with all brakes released. When equipment to be weighed is equipped with an air bag suspension unit on any axle, the equipment including semi-trailers or pup trailers shall be weighed on platform scales of sufficient size to weigh all axles of the combination simultaneously.

Scales shall have been calibrated within the six-month period immediately prior to any material being delivered or anytime the engineer or his representative has cause to question the accuracy of the scale. Scale acceptance shall be based on one of the following:

- (a) A valid certification or seal of approval by the Division of weights and Measures of the Missouri Department of Agriculture.
- (b) A valid certification or seal of approval by a State of Missouri duly appointed "sealer of weights and measures" in cities or counties of seventy-five thousand population or more.
- (c) Certification of calibration from a commercial scale service company showing that the scale meets the requirements of these specifications. The supplier shall furnish the certification of calibration to the engineer or his representative.

Regardless of the form of acceptance, the calibration shall be within the accuracy requirements specified herein and the scales shall meet all requirements of these specifications.

The weighing of a hauling unit on another recently calibrated and certified scale may require verification of a platform scale.

All costs incurred in obtaining a certification of calibration or verification shall be borne by the supplier.



4. Composition of Mixture

- 4.1 **GRADATION OF AGGREGATE.** The total aggregate, as determined from samples taken immediately prior to mixing with the liquid bituminous material, shall meet the particular type and grade described on **Page 8** within this document.
- 4.2 The composition of the mixture shall conform to the following limits by weight:
- | | |
|-------------------------|-----|
| Total Mineral Aggregate | 95% |
| Cutback Asphalt | 5% |
- 4.3 The percent liquid asphalt to be used for each item is described on **Page 8** within this document. **This is an estimate** and may be adjusted by the engineer to obtain satisfactory field performance of the mixture.

5. Mixing Plant

Mixing of liquid bituminous material and aggregate shall be by means of an approved mixer capable of producing a uniform, thoroughly mixed material free from segregation.

- 5.1 Equipment for heating liquid bituminous material shall meet the approval of the engineer or his representative, and shall be capable of heating the material to the required temperature without the introduction of moisture, localized overheating or otherwise changing the characteristics of the material. Plant equipment shall include a thermometer that will indicate the temperature of the liquid bituminous material at the time of mixing (refer to Section 6.3 below for actual temperatures).

6. Preparation of Mix

- 6.1 **Mixing Time.** The mixing time shall be of sufficient length to produce a homogenous mixture, uniform in color. The mixing time will be determined by the engineer or his representative and shall uniformly coat the aggregate.
- 6.2 **Drying of Aggregates.** Drying of the aggregate by mechanical means or by a rotating fuel oil or gas fired dryer will not be required. **When using MC-250 Cutback Asphalt, mixing will be permitted when the aggregate is surface dry. Absorption will be based on a representative sample of the crushed material that has been tested.**
- 6.3 **Mixing Temperature.** If the Contractor elects to dry the aggregate by means of a rotating fuel oil or gas fired dryer, the temperature of the aggregate at the time of mixing **shall not exceed 200F.**

The temperature of cutback asphalt at the time of mixing shall be **190F, plus or minus 20F.**

- 6.4 **Control of Material.** Aggregate may be proportioned by weight or volume.

- 6.4.1 If by Volume: Volumetric control of the aggregate feed to the mixer shall be positively controlled by means of a constant speed conveyor and an orifice having an adjustable gate opening capable of being calibrated. The conveyor shall deliver the aggregate to the mixer at a uniform rate and **shall not vary more than 2% by weight** from the required quantity.

The liquid bituminous material shall be proportioned by volume through an approved **continuously registering cumulative indicating meter by a pump specifically designed for liquid bituminous material.** The pump shall deliver the liquid bituminous material to the mixer at a uniform rate that shall not vary more than 2.0% by weight from the required quantity. The liquid bituminous material shall be sprayed on the aggregate as it is charged into the mixer. The aggregate feeder and the asphalt pump shall be interlocked or synchronized to deliver the proportions as required within the tolerances specified.

- 6.4.2 If by Weight: Scales for weighing aggregate may be either the beam or spring-less dial-type and shall be of standard make and design having tolerance not exceeding 0.4% of the indicated weight when tested for accuracy. The total weight of the batch shall be within 2.0% of the desired batch weight. When manual batching methods are used, beam-type scales shall be equipped with a device to indicate that the required load is being approached. Quantity indicators necessary for batching operations shall be in full view of the operator.



Satisfactory means, either by metering or weighting, shall be provided to obtain proper quantity of liquid bituminous material. Metering pumps for liquid bituminous material shall deliver to within plus or minus 2.0% of the required quantity when tested for accuracy. Where the quantity of liquid bituminous material is controlled by metering, provisions shall be made whereby the quantity through the meter may be checked by actual weight.

Scales for weighing liquid bituminous material shall conform to the requirements for aggregate scales, except that a device to indicate at least **20 pounds** of the approaching total load shall be provided. Liquid bituminous material shall be **measured within one-tenth percent** of the total batch weight of the mixture.

- 6.5 Plant Calibration Personnel, scales and equipment necessary for calibrating the plant and for verifying the accuracy of proportions shall be furnished by the Contractor and shall be available at all times. All equipment shall be calibrated by the Contractor in the presence of and subject to the approval of the engineer.

7. Delivery

- 7.1 The starting and completion dates for the delivery of the mixed material shall be upon award through April 27, 2011.
- 7.2 All deliveries are to be made during maintenance facilities normal working hours unless prior arrangements have been made with the appropriate MoDOT district office or other designated contact person(s). Deliveries will not be accepted on Holidays, Saturdays or Sundays unless a mutual agreement has been reached between the vendor or hauler and the appropriate MoDOT district office.
- 7.3 The time allowed after mixing until the material is delivered shall not exceed 96 hours unless in the judgment of the engineer, the roadway or weather conditions will not permit delivery.
- 7.4 Material shall be distributed on the roadway at a rate directed by the engineer or their representative.
- 7.5 It will be necessary for the engineer or their representative to be present when the mixture is delivered. **No mixture will be accepted that has been dumped in the absence of the engineer or their representative.**
- 7.6 The Contractor shall furnish the appropriate engineer, or their representative, **with a planned delivery schedule within a minimum of 48 hours before delivery is to begin**, unless other suitable arrangements are made by MoDOT.
- 7.7 Once delivery is started on a day, it shall be continued on a consistent schedule throughout the day. If this schedule cannot be maintained due to plant breakdown, rain, etc., the contractor shall inform the engineer or their representative, so that MoDOT forces can be reassigned.
- 7.8 Deliveries made after the completion dates outlined in this bid will be accepted at the discretion of the engineer or their representative.
- 7.9 If the vendor is requested to delay deliveries based upon questionable material handling, and unknown material content or source, liquidated damages will not be waived.
- 7.10 The bidder represents he has a plant available for use in this work, which is capable of producing the type and grade of mixed material specified and guarantees that deliveries will be made at a daily rate sufficient to complete the work on or before the contract completion date, and will, if necessary to maintain this delivery rate, immediately install any additional equipment necessary to increase the rate of production or delivery to meet the minimum daily requirements.

8. Measurement

- 8.1 The weight of the mixture will be determined from batch weights when a batch-type plant is used, and will be determined by weighting each truck load in accordance with the requirements of SEC. 310 of Missouri Standard Specifications for Highway Construction, 2004 edition, and its supplements, when other types of plants are used except that the 2% moisture deduction will not apply.



- 8.2 Measurements of liquid bituminous material to the nearest 0.1 ton for the total tonnage used in the accepted work will be determined from the bill of lading, manifest, or truck ticket.
- 8.3 Measurement of the weight of mineral aggregate, to the nearest ton, will be determined by subtracting the weight of the liquid bituminous material from the weight of the mixture of aggregate and liquid bituminous material.

9. Payment

- 9.1 The accepted quantities of plant mix oil material will be paid for at the unit price for each of the pay items included in the contract.

10. Bid Submission

- 10.1 Each bid must be mailed or hand delivered in a sealed package to the RFB Coordinator at the District 9 Procurement Office. All questions regarding the RFB shall be submitted to the RFB Coordinator. All bids must be received at the District 9 Procurement Office no later than 10:00 a.m., CST, April 13, 2011.

RFB Coordinator:

Gloria Perkins
MoDOT - District 9
PO Box 220
910 Springfield Road
Willow Springs, MO 65793
Phone: (417) 469-6256

- 10.2 All bids must be received in a sealed package clearly marked "**Plant Mix**".
- 10.3 MHTC reserves the right to reject any and all bids for any reason whatsoever.
- 10.4 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and responsive bid.

10.5 Cost Determination – The low bid shall be determined by reviewing each line item separately.

10.6 Contract Award – The contract will be awarded to the lowest responsive bidder determined as specified above.

- a. Award of this bid will be made on a "Line Item" basis after reviewing all options, and by using the "lowest and best" principle of award, providing the prices are acceptable to the Commission. In the event of tie low bids, the Commission reserves the right to establish the method to be used in determining the award.

10.7 Open Competition/Request for Bid Document

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least five (5) working days prior to the official bid opening date.



PRICING REQUIREMENTS

The amount of liquid bituminous material (Pay Item #2) as shown on all groups is an estimate only. The actual amount required may vary for each group depending on the type of asphalt used in the mix and the gradation and condition of the aggregate. The liquid bituminous material used shall coat the aggregate at the point of use in a manner and to a degree satisfactory to the engineer or his representative.

It is strongly encouraged that bidders submit individual pricing for both the aggregate and asphalt material. As the quality of aggregate materials and absorption rates vary, this will ensure accurate invoicing based upon the true quantities and costs of aggregate and liquid asphalt used.

All materials shall conform to Missouri Standard Specifications for Highway Construction, 2004 Edition, and any revisions thereto:

SPEC. 1004 – Graded aggregate for bituminous surfaces with a maximum limit of 4.5% absorption on stone ledges and gravel sources. Meeting the following gradation limits:

Sieve Size Percent Passing								
Grade	Material Type	3/4"	1/2"	3/8"	No. 4	No. 8	No. 30	No. 200
3	Crushed Chat	100	95-100		45-85	30-60	0-30	0-5

Estimated Percent Asphalt: 5.0% for all locations in District 9

Starting Date is upon award. Completion Date is no later than April 27, 2001.



PRICING PAGE

The bidder shall provide firm, fixed prices on the PRICING PAGES in accordance with the terms of this request. All costs associated with providing the required deliverables/services shall be included in the prices stated below.

DISTRICT 9

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
PHELPS	EDGAR SPRINGS MAINT. LOT	1	AGGREGATE	475		
		2	LIQUID BITUMINOUS MATERIALS	25		
		Total Tons of Mix		500		

COUNTY	LOCATION	PAY ITEM	DESCRIPTION	EST. TONS	DELIVERY PRICE PER TON	PICK UP PRICE PER TON
OREGON	ALTON MAINT. LOT	1	AGGREGATE	475		
		2	LIQUID BITUMINOUS MATERIALS	25		
		Total Tons of Mix		500		

Edgar Springs Maintenance Lot

27800 Hwy 63
Edgar Springs, MO 65462
Rt. 63, .3 Miles South of Rt. H
Phelps County

Alton Maintenance Lot

Rt. 1 Box 1822
Alton, MO 65606
Rt. 160, 1 Mile East of Rt. 19
Oregon County

By _____
Signature

Title _____

Date _____

Company
Name _____

Address _____

Phone No. _____

Fax No. _____

Email _____

Federal Identification No. _____

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list Social Security #:** _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

Definitions:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

If an offeror meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the offeror **must** provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the offeror's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the offeror was in, stating that the offeror has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the offeror's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Veteran Information

Business Information

Service-Disabled Veteran's Name, (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran Business

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34.359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

- [] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.
- [] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:
- _____
- _____
- [] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

- [] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): _____
- _____
- [] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): _____
- _____

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.

ANTI-COLLUSION STATEMENT

STATE OF _____)
_____) SS
COUNTY OF _____)

_____being first duly sworn,
deposes and says that he is _____

Title of Person Signing

of _____

Name of Bidder

that all statements made and facts set out in the bid for the above project are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

By _____

By _____

By _____

Sworn to before me this _____ day of _____ 20____.

Notary Public

My Commission Expires _____

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeree and must be adhered to. If time varies on different items, the Bidder/Offeree shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeree will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted.
- g. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.
- b. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeree agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

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Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request if applicable.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Executive Order

- a. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
 - 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
 - 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
 - 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**

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- c. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.
 - 1) If attached, the document entitled **"MISSOURI SERVICE-DISABLED VETERAN PREFERENCE"** should be completed and returned with the solicitation documents.
- d. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Indemnification

- a. The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.